

# AMENDMENT ONE (1) FOR ACQ1041

**DATE AMENDMENT ISSUED: October 9, 2020**

The State of Ohio, through the Department of Administrative Services, for the Ohio Office of Information Technology Services is requesting proposals for:

## **Cisco SmartNet Maintenance**

The attached is an Amendment for the Invitation To Bid listed above. Please use the replacement page(s) contained in the Amendment to replace the corresponding page(s) previously in the Invitation To Bid.

Specifications and requirements that have been revised are **highlighted**, **bolded**, surrounded by **\*\*bolded double asterisks\*\*** and, when applicable, ~~strikethrough~~.

Please note, the Cost Summary Sheet has been also been updated through this Amendment. The Dates of “Year One” (Column Q) have been updated, and the columns for “Year Two” and “Year Three” pricing have been removed. Please be sure to use the updated Cost Summary Sheet on the website with this RFP.

## PART FIVE: AWARD OF THE CONTRACT

**Contract Award.** The State plans to award the Contract based on the schedule in the ITB, if the State decides the procurement is in its best interests and has not changed the award date. Unless otherwise stated in this ITB, the State may award the Contract by item or as a whole.

If the State makes an award pursuant to this ITB, and the Contractor is unable or unwilling to perform under the Contract, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this ITB and resume the process without giving further consideration to the originally selected Bidder. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected Bidder's failure to perform under the Contract.

**Contract.** A sample contract is included in Attachment Four. The State will issue an original Contract to the Contractor upon award of this ITB. The Contractor will sign and return the original Contract as instructed by the State. The Contract will bind the State only when the State's duly-authorized representative signs all copies of the Contract and returns one to the Contractor, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

If this ITB results in an award, the Contract will consist of the one-page Contract in its final form together with the documents listed in the one-page Contract, including this ITB with all attachments and exhibits, written amendments to this ITB, the Contractor's accepted Bid, and written, authorized amendments to the Contractor's Bid. It also will include any materials incorporated by reference in the above documents under the Contract. The general terms and conditions for the Contract are contained in Attachment Three to this ITB and incorporated herein by reference. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract;
2. This ITB, as amended;
3. The documents and materials incorporated by reference in the ITB;
4. The Contractor's Bid, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Bid, to the extent they are not inconsistent with any of the foregoing.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Department of Administrative Services, must sign any change order under, or amendment to, the Contract.

The term of the Contract will be from **\*\*August 2, 2020\*\*** until the Contractor's performance under the Contract is completed to the satisfaction of the State and the Contractor is paid or **\*\*August 1, 2021\*\***, whichever is sooner. ~~**\*\*The State may renew this Contract for one (1) additional biennium, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in the new biennium. The maximum duration through all renewals will be from award date until July 31, 2023. Any renewal of all or part of the Contract is subject to the satisfactory performance of the Contractor and the needs of the State.\*\***~~

## ATTACHMENT ONE: REQUIREMENTS AND SPECIAL PROVISIONS

This attachment describes the Bid requirements and what the Contractor must do to perform under the Contract. It also provides performance and delivery dates, as applicable.

**Requirements.** The Contractor must meet all of the ITB's requirements, including the following:

- Bidder must be a Certified Gold Cisco partner.
- Bidder must provide Cisco SmartNet maintenance for the specified hardware and software used by the State of Ohio as outlined in Attachment Seven.

**Contract Start Date.** **\*\*August 2, 2020\*\***

**Quantities.** Bidders must offer only the specified items based on the Cost Summary Form contained in Attachment Seven of this ITB and incorporated herein by reference. The total order quantity is supplied on the Cost Summary Form, Attachment Seven. Additional hardware added during the term of the Contract will be at the same annual rate as the hardware listed on the Cost Summary Page. Additionally, for any serial number on the Cost Summary Page that is no longer in service, the pro-rated support cost will be applied as a credit towards the following year. Any remaining credits at the end of the term of the contract will be refunded to the State.

Any hardware that has an End of Support Date prior to **\*\*August 2, 2020\*\*** should have an annual price of \$0.00. Pricing should only be provided up to the contract term end date listed. These are items that are still in use but outside of support and are provided for reference purposes only.

**Reimbursable Expenses.** None.

**Bill to Address.**

To be more efficient in our payment processing time, all billing/invoicing must be submitted to one of two payment options below; please do not submit to both.

Mail:  
Ohio Shared Services  
PO Box 182880  
Columbus, OH 43218-2880  
-Or-

E-mail:  
invoices@ohio.gov

To avoid payment delays, please ensure the Purchase Order number (which will be provided upon contract award) is included on all invoice(s). For purchase from Cooperative Purchasing Partners, the purchaser will provide a billing address at time of order.

**Location of Data.** None.

**Cost Summary.** This ITB includes a Cost Summary Form (Attachment Seven). The Cost Summary Form is located separately on the Procurement website with the documents associated with the ITB. Bidders may not reformat this form. Each Bidder must complete the Cost Summary Form in the exact format provided, and the State may reject any Bid with a reformatted Cost Summary Form.

Bidders must offer only the specified items based on the Cost Summary Form contained in Attachment Seven of this ITB. **BIDDERS MUST NOT MAKE ANY CHANGES TO QUANTITIES, PRODUCT #'s, LICENSES, ETC. CHANGES MADE TO THE COST SUMMARY WILL RESULT IN DISQUALIFICATION.**

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The Bidder's total cost for the Cisco SmartNet maintenance must be represented as the total price.

**The Cisco SmartNet Maintenance coverage included in this Contract has a start date of \*\*August 2, 2020\*\*. Cisco will provide coverage for the gap period between \*\*August 2, 2020\*\* and the beginning of the work under this ITB, and billing for this period will be handled through the selected Contractor once the Contract is awarded. This gap period billing should be included in the quote for Year One Pricing.**

**The State will not be liable for or pay any costs that the Bidder does not identify in its Bid.**

**Affirmation and Disclosure Form.** The Bidder must complete and submit the Affirmation and Disclosure Form attached to this ITB as Attachment Eight.

# ATTACHMENT FOUR: SAMPLE CONTRACT

## A CONTRACT BETWEEN THE DEPARTMENT OF ADMINISTRATIVE SERVICES AND

\_\_\_\_\_  
(CONTRACTOR)

**THIS CONTRACT**, which results from ITB ACQ1041, titled Cisco SmartNet Maintenance, is between the State of Ohio, through the Department of Administrative Services, and \_\_\_\_\_ (the "Contractor").

The Contract is the result of agreed upon changes to the ITB, its attachments and supplements, including any written amendments to the ITB, any materials incorporated by reference in the ITB, the Contractor's Bid, and written, authorized amendments and clarifications to the Contractor's Bid. It also includes any change orders issued under the Contract.

This Contract consists of:

1. This one-page Contract in its final form;
2. The attached, amended and clarified version of Contractor's Bid in response to ITB ACQ1041 dated \_\_\_\_\_ ("Contractor's Response"). Contractor's Response includes Attachment Three - General Terms and Conditions, and all other Attachments, Supplements and materials included in Contractor's Response as accepted by the State;
3. The attached Cost Proposal Workbook dated \_\_\_\_\_.

Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

The term of the Contract will be from **\*\*August 2, 2020\*\*** until the Contractor's performance under the Contract is completed to the satisfaction of the State and the Contractor is paid or **\*\*August 1, 2021\*\***, whichever is sooner. ~~The State may renew this Contract for one (1) additional biennium, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in the new biennium. The maximum duration through all renewals will be from award date until July 31, 2023. Any renewal of all or part of the Contract is subject to the satisfactory performance of the Contractor and the needs of the State.~~

**TO SHOW THEIR AGREEMENT**, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES

**SAMPLE – DO NOT FILL OUT**

By: \_\_\_\_\_

By: [Matthew M. Damschroder](#)

Title: \_\_\_\_\_

Title: [DAS Director](#)

Date: \_\_\_\_\_

Date: \_\_\_\_\_